



April 17, 2023

Resolution No. 1, 2023

Council Member Hayner presented the following Resolution and moved its adoption:

EXECUTE AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FOR THE MAINTENANCE, REPAIR AND ENERGIZING OF LIGHTING FOR THE ROUTE
30A/29 SAFETY PROJECT, PHASE 2

WHEREAS, the New York State Department of Transportation (NYSDOT) reconstructed a State Highway identified as P.I.N. 2125.19, Route 30A / Route 29 Safety Project, Phase 2, City of Johnstown, New York; and

WHEREAS, the City of Johnstown approves of this project and desires to have a highway lighting system on such highway within its geographical jurisdiction; and

WHEREAS, the City of Johnstown, at its own expense, agrees to maintain, repair, and energize the highway lighting system for a period of 25 years as per the NYSDOT Agreement to Maintain Highway Lighting, attached hereto.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized and directed to execute an Agreement with New York State Department of Transportation for the maintenance, repair and energizing of lighting for the Route 30A/29 Safety Project, Phase 2.

Seconded by Council Member: _____

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on April 17, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

**AGREEMENT FOR INSTALLATION, MAINTENANCE, REPAIR AND ENERGIZING OF
LIGHTING SYSTEM FOR STATE HIGHWAY IDENTIFIED AS**

Route 30A/Route 29

Safety Project

Phase 2

P.I.N. 2125.19; Construction Contract D263806

Agreement # _____

This Agreement, made this **3/1/2023** between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State")
and

the **Common Council** of the **City of Johnstown** which is herein referred to as the
"MUNICIPALITY".

WITNESSETH:

WHEREAS, pursuant to Highway Law §10 (23, 24 and/or 27) the Commissioner of Transportation (the "Commissioner"), may at the expense of the state, or using federal funds, and/or using local funds provide for the installation and or replacement of street lighting **systems**, provided the Commissioner deems it practicable to perform such work for such Municipality/Sponsor in connection with the performance of any work of construction, reconstruction or improvement under the Highway Law; and

WHEREAS, the COMMISSIONER proposes to **reconstruct** a State Highway pursuant to the New York State Highway Law, such highway being identified as **PIN 2125.19 Route 30A/29 Safety Project, Phase 2, City of Johnstown in Fulton County** within the geographical jurisdiction of the MUNICIPALITY and geographical jurisdiction of **City of Johnstown in Fulton County**; and

WHEREAS, the MUNICIPALITY desires to have lighting system **installed** on or along such highway within the geographical jurisdiction of the MUNICIPALITY; and

WHEREAS, it is recognized by the MUNICIPALITY and the COMMISSIONER that if the MUNICIPALITY desires to have lighting system **installed** on or along such highway within the geographical jurisdiction of the MUNICIPALITY, the MUNICIPALITY shall maintain, repair and energize such lighting system at its own expense; and

WHEREAS, the MUNICIPALITY by Resolution No. _____
adopted at the **Common Council of the MUNICIPALITY meeting held on**
_____, **2023**, approved the **installation, maintenance**
and energizing of said lighting and has provided such Resolution hereto, and has further authorized the **Honorable Amy Praught, the Mayor** to execute this Agreement on behalf of the MUNICIPALITY; and

WHEREAS, the **City of Johnstown** and the COMMISSIONER are desirous of identifying the respective responsibilities of the parties with regard to the highway lighting system;

NOW, THEREFORE, in consideration of the mutual promises and benefits moving to the parties, it is agreed as follows:

ARTICLE 1: DOCUMENTS FORMING THIS AGREEMENT. The parties agree that the Agreement consists of the following:

- a. Agreement: This document, entitled "Agreement for Installation, Maintenance, Repair and Energizing of Lighting System for State highway identified as **PIN 2125.19 Route 30A/29 Safety Project, Phase 2, City of Johnstown, Fulton County;**
- b. Schedule "A" - Description of Project, funding and deposit requirements;
- c. Appendix "A" - Standard Clauses for New York State Contracts;
- d. Appendix A-1: Supplemental Title VI Provisions (Civil Rights Act);
- e. Municipal Resolution(s): duly adopted resolution authorizing this agreement and the appropriate municipal office to execute the Agreement and undertake the project on the terms and conditions set forth herein.

ARTICLE 2: PROJECT RESPONSIBILITIES.

2.1 The COMMISSIONER shall provide for the furnishing and placing of the following items in connection with a lighting system on the above-mentioned highway and identified in the contract documents for this transportation project:

- a. **Underground duct system, including plastic conduits, wire, pull boxes and anything necessary to complete the Highway lighting system.**
- b. **Twelve (12) New Light Foundations.**
- c. **Eleven (11) new highway light standards, eleven (11) arms with eleven (11) LED luminaries.**
- d. **One (1) Meter Cabinets that will power the Lighting System.**

All of the above-identified items shall be and continue to be the property of the State of New York.

2.2 Upon completion of construction of the above identified highway project, the MUNICIPALITY shall, at its own expense, maintain the lighting system installed under such highway project within the geographical jurisdiction of the MUNICIPALITY. Such maintenance shall include, but not be limited to:

- a. Repair of equipment which may be damaged from any cause whatsoever.
- b. Replacement of equipment which may be non-functioning or damaged from any cause whatsoever, such replacement material to be of equal character to the original equipment.
- c. Payment for delivery and supply of the electric current for the lighting system during the customary night hours [dusk to dawn] of each day of the year, at no cost or obligation to the STATE.
- d. Should MUNICIPALITY choose to install lighting attached to a utility pole(s) belonging to Utility Company, the STATE shall not be involved and MUNICIPALITY shall make appropriate Pole Attachment Agreement and payment arrangements with the respective Utility Company.

ARTICLE 3: TERM OF AGREEMENT.

3.1 This Agreement shall commence upon **March 1, 2023** and shall expire upon **February 28, 2048** (the date twenty-five (25) years thereafter). The MUNICIPALITY shall continue to maintain and energize the lighting system for the period of its useful life or until such time as the COMMISSIONER, at his/her discretion, in agreement with MUNICIPALITY, determines that such lighting and/or the maintenance of such lighting system is no longer warranted or desired for such **State Highway**, and sets forth action to remove such lighting system at the MUNICIPALITY's expense.

3.2 The MUNICIPALITY agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or its right, title, or interest therein, or its power to execute this Agreement to any person, company or corporation without COMMISSIONER's written consent. MUNICIPALITY shall express their desire to change the terms of this Agreement in writing to the COMMISSIONER, except as herein provided by Municipal Resolution attached hereto.

3.3 The COMMISSIONER herewith extends his/her consent to the MUNICIPALITY to establish a lighting district to transfer the MUNICIPALITY's cost for repair, maintenance of the lighting system, and to ensure that payments are made to Utility Company for delivery and supply of energy.

ARTICLE 4. TERMINATION OF AGREEMENT.

4.1. Prior to the expiration of the Agreement, the MUNICIPALITY shall review the Agreement and determine whether it desires to continue maintaining said lighting system. If at any time after the useful life of the lighting system the MUNICIPALITY, in its discretion, determines that it does not desire to maintain said lighting system, it shall notify the COMMISSIONER or his/her representative in writing.

4.2. During the duration of this Agreement, where the MUNICIPALITY has no desire to maintain the lighting system, and / or discontinues payment for the energizing of the lighting system covered in this Agreement, said fixtures will be removed by the STATE at the expense of the MUNICIPALITY, unless the STATE has funds available to maintain, repair and energize said lighting system, and the COMMISSIONER, in his/her discretion, determines that such lighting system is warranted or desired for such State Highway. Upon written notification by the COMMISSIONER of the removal cost, the MUNICIPALITY shall, within 90 days of the receipt of such written notification from the COMMISSIONER, reimburse the STATE the amount specified. The cost of removal includes but is not limited to review and upgrading of roadway delineation features, including pavement markings, and any and all penalties, fees and/or other costs for unamortized fixtures which the STATE is required to pay the Federal Government.

ARTICLE 5: REMEDIES

5.1. Should the MUNICIPALITY, within the term of this Agreement and without the prior written consent of the COMMISSIONER, discontinue the repairs and maintenance, and/or discontinue payment for energizing the lighting system covered in this Agreement, which results in the STATE being required to make payment to the Federal Government, as a penalty or otherwise, the MUNICIPALITY, upon written notification by the COMMISSIONER of such requirement to pay, shall reimburse the STATE the amount of such required payment within 90 days of the receipt of such written notification from the COMMISSIONER.

5.2. Further, it is expressly understood that the MUNICIPALITY shall indemnify and save harmless the STATE from claims, suits, actions, damages and costs of every name and description resulting from the discontinuance of the repairs and maintenance, and/or discontinuance of payment for energizing of the lighting system by the MUNICIPALITY.

5.3. The COMMISSIONER or his/her representative may periodically inspect the lighting system **installed** under the above-identified Construction Project to ascertain that the lighting system is being maintained and energized in accordance with the terms of this Agreement and in condition satisfactory to the COMMISSIONER. The COMMISSIONER shall, in writing, notify the MUNICIPALITY of any observed deficiencies, listing such deficiencies. Within thirty (30) days of receipt of such notification by MUNICIPALITY, the COMMISSIONER or his/her representative shall arrange for a meeting to be held with the authorized representative of the MUNICIPALITY. At such meeting the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY shall discuss the means required to remedy the noted deficiencies. Based on the discussion, and based on the nature of the required remedial action, a reasonable time limit shall be mutually established by the COMMISSIONER or his/her representative and the authorized representative of the MUNICIPALITY for the satisfactory completion of remedial action by the MUNICIPALITY.

5.4. It is recognized by the parties hereto that failure of the MUNICIPALITY to complete the required remedial actions within the agreed upon time limit may subject the MUNICIPALITY to certain penalties. If the equipment supplied and installed by the STATE for the above subject lighting system was done pursuant to a Federally aided and/or Federally reimbursable contract, and the MUNICIPALITY fails to make the remedial actions within the agreed upon time limit, no further Federally aided project shall be approved for the MUNICIPALITY until such time as the said lighting system is restored to the level and condition required by this Agreement. In addition, failure of the MUNICIPALITY to make such remedial actions may subject the MUNICIPALITY to loss of State aid for other future municipal contracts.

ARTICLE 6: NOTICE REQUIREMENTS

6.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. Via certified or registered United States mail, return receipt requested;
- ii. By personal delivery;
- iii. By expedited delivery service; or
- iv. By e-mail.

Such notices shall address as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation (NYSDOT)

Name: **Anthony J. Lamanna**
Title: **Regional Utility Engineer, Region 2**
Address: **207 Genesee Street, Utica, New York 13501**
Telephone Number: **315-793-2432 (office) 315-796-0581 (cell)**
Facsimile Number: **315-793-2400**
E-Mail Address: **Anthony.Lamanna@dot.ny.gov**

City of Johnstown

Name: **Honorable Amy Praught**
Title: **Mayor, City of Johnstown**
Address: **PO Box 160, 33-41 East Main Street Johnstown, New York 12095**
Telephone Number: **518-736-4012** Facsimile Number: **518-736-4032**
E-Mail Address: **apraught@cityofjohnstown.ny.gov**

6.2 Any such notice shall be deemed to have been given either at the time of delivery or, in the case of expedited delivery service or certified or registered US mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission by e-mail, upon request.

6.3 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for the purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

ARTICLE 7: PROCESSING OF BETTERMENT DEPOSITS AND PAYMENTS

7.1 NYSDOT will install, remove, relocate, replace and/or reconstruct the MUNICIPAL facilities in accordance with plans and specifications related thereto, as they may be amended or revised, and subject to such change orders as may be approved by NYSDOT in connection with its administration of the work and other work under the Construction Contract for or relating to the work under this Agreement.

7.2 For all Betterment work done by NYSDOT, the MUNICIPALITY shall, prior to the work being done, deposit in a project escrow account with the Office of State Comptroller the full amount of the MUNICIPAL share (if any) reflected in the itemized engineer's estimated cost of the work to be performed on MUNICIPAL facilities for payments by the Comptroller on account of Project costs. The excess amount of such deposit shall be reimbursed to the MUNICIPALITY after project close out, unless Fixed Price Lump Sum project share is established.

7.3 Payments to the Contractor for Betterment work shall be made using State Comptroller vouchers or requisitions approved by the COMMISSIONER.

7.4 When Betterment work performed on the MUNICIPAL facilities contemplated herein has been completed, and all payments have been made to the Contractor, the COMMISSIONER shall determine the additional costs thereof to be borne by the MUNICIPALITY. Any excess of the deposit shall be returned to the MUNICIPALITY on the warrant of the State Comptroller or using vouchers approved by the COMMISSIONER; and, in the event such costs exceed the amount of the deposit, the COMMISSIONER shall send a written notice to the MUNICIPALITY requesting such extra payment be deposited with the Office of State Comptroller in a project escrow account. The MUNICIPALITY shall, within 90 days of receipt of such written notice from the COMMISSIONER, pay the amount of such deficiency to the Office of State Comptroller, unless Fixed Price Lump Sum project share has been established.

IN WITNESS WHEREOF, the STATE has caused this instrument to be signed by the said COMMISSIONER of Transportation and the MUNICIPALITY has caused this instrument to be signed by its authorized officer.

Agreement No. _____

APPROVED:

MUNICIPALITY: CITY OF JOHNSTOWN

Municipal Attorney

By: _____
Honorable Amy Praught
Mayor of the City of Johnstown

STATE OF NEW YORK)
) ss:
COUNTY OF FULTON)

On this _____ day of _____ 2023,
before me personally came **Honorable Amy Praught**, to me known, who being by me duly sworn did depose and say that **she** is the **Mayor** of the Municipal Corporation described herein, and which executed the above instrument; that **she** knows the seal of such Municipality; that the seal affixed to said instrument is such corporate seal, that it was affixed by order of the legislative Body of said Municipal Corporation pursuant to a Resolution which was duly adopted on _____ 2023, and to which a certified copy is attached and made a part hereof; and that **she** signed **her** name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____ Date _____
For the Commissioner
of Transportation

By: _____
Assistant Attorney General

Agency Certification - "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other copies of this contract."

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

SCHEDULE A
DESCRIPTION OF PROJECT, FUNDING AND DEPOSIT REQUIREMENTS.

Is the project linked to a State project in the area? **YES**

If linked to a State project, describe the State project:

The State project Contract No. **D263806, PIN 2125.19 Route 30A/29 Safety Project, Phase 2, City of Johnstown, Fulton County, and the proposed highway work of new pavement, curb, water, drainage and lighting along the corridor of Route 29 on State Highway (S.H.) #29 in Fulton County.**

Description of the work to be performed on local facilities: Installation of eleven (11) new highway light standards, eleven (11) arms with Eleven (11) LED luminaries.

The **City of Johnstown** by Resolution No. _____ adopted on the _____ day of _____ **2023**, requested and authorized the State Department of Transportation to proceed with the necessary arrangements to incorporate the construction of the lighting system located **along the corridor of Route number 29 from reference markers RM 29-2102-2020+185' to RM 29-2102-2017-50'.**

The State in connection with our request has incorporated the local project with the work of **PIN 2125.19** as set forth in the plans and specifications for said project.

The MUNICIPALITY shall be responsible for energizing and maintenance of proposed lighting as described in the above document and the contract documents.

PIN 2125.19	
Engineer's Estimate	\$ <u>241,257.42</u>
Federal Aid Eligible	<u>YES</u>
State Share (in dollars)	\$ <u>45,087.22</u>
Federal Share (in dollars)	\$ <u>180,348.87</u>
Local Share (in dollars)	\$ <u>0.00</u>



April 17, 2023

Resolution No. 2, 2023

Council Member Miller presented the following Resolution and moved its adoption:

ENTER INTO AN AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) FOR HILLSIDE PLACE APARTMENTS

WHEREAS, Providence Hillside Housing Development Fund Company, Inc. and Hillside Place Partners, LLC operate a housing project, commonly known as Hillside Place Apartments; and

WHEREAS, the purpose of the housing project is to provide residential rental accommodations for affordable senior housing; and

WHEREAS, the City of Johnstown, Providence Hillside Housing Development Fund Company, Inc. and Hillside Place Partners, LLC. wish to enter in to an Agreement for Payment in Lieu of Taxes (PILOT) for a period not to exceed twenty-five (25) years; and

WHEREAS, the parties have agreed to an annual PILOT payment in the amount of \$10,000.00, increasing by 2% annually, payable by or before February 1st each year.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized to execute an Agreement for Payment in Lieu of Taxes for Hillside Place Apartments, a copy of which is annexed hereto as Schedule "A", with Providence Hillside Housing Development Fund Company, Inc. and Hillside Place Partners, LLC.; and be it further

RESOLVED, this Agreement will have a twenty-five (25) year term commencing with the 2023 Assessment Roll, which begins July 1, 2023.

Seconded by Council Member _____

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on April 17, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

THE CITY OF JOHNSTOWN, NEW YORK

AND

**PROVIDENCE HILLSIDE
HOUSING DEVELOPMENT FUND COMPANY, INC.**

AND

HILLSIDE PLACE PARTNERS LLC

PAYMENT-IN-LIEU-OF-TAX AGREEMENT

Tax Map Nos.

163.17-2-5

Affected Tax Jurisdictions:

County of Fulton

City of Johnstown

Dated as of March __, 2023

PAYMENT IN LIEU OF TAX AGREEMENT

THIS FOR PAYMENT IN LIEU OF TAX AGREEMENT (this “*Agreement*”) is made and entered into as of April __, 2023 (the “*Commencement Date*”) by and between the **CITY OF JOHNSTOWN, NEW YORK**, a municipal corporation with an address of 223 West Main Street, Johnstown, Fulton County, New York 12095 (herein, the “*City*”) and **PROVIDENCE HILLSIDE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation and Housing Development Fund Company organized pursuant to Article XI of the New York Private Housing Finance Law (the “*PHFL*”) with an address of c/o Providence Housing Development Corporation, 1150 Buffalo Road, Rochester, New York 14624 (herein, the “*HDFC*” or “*Company*”) and **HILLSIDE PLACE PARTNERS LLC**, a New York limited liability company (the “*Beneficial Owner*”), having its office at c/o Heritage Affordable Communities LLC, 825 Eighth Avenue, Suite 18N, New York, New York 10019. The City, the Company and Beneficial Owner are each a “*Party*” and are collectively referred to herein as the “*Parties*”.

W I T N E S S E T H:

WHEREAS, pursuant to a Bargain and Sale Deed, dated as of the Commencement Date (the “*Deed*”), the HDFC has acquired from Hillside Place Apartments, L.P. a New York limited partnership organized as a redevelopment company pursuant to Article 5 of the PHFL (“*Hillside Place*”) and is the fee owner of a certain affordable senior housing project (herein the “*Project*”) consisting of 24 rental apartments, along with related improvements, collectively known as “Hillside Place Apartments” and located at 180 Briggs Street Extension (aka 41 North East Avenue) in the City of Johnstown, Fulton County, New York (the “*Property*”, which is more particularly described as Tax Map No. 163.17-2-5); and

WHEREAS, the HDFC was established is a “*housing development fund company*” and the Company’s ownership of the Property shall constitute a “*housing project*” as such terms are defined within Section 572 of the PHFL; and

WHEREAS, the Property was acquired by the HDFC pursuant to the Deed and for the continued use and operation of the Project pursuant to Article XI of the PHFL; and

WHEREAS, pursuant to a certain Declaration on Interest and Nominee Agreement, dated as of the Commencement Date (herein, the “*Nominee Agreement*”), by and between the HDFC and the Beneficial Owner, the Beneficial Owner and the HDFC have agreed that the HDFC shall hold legal title to the Property solely as nominee for and on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the Project and Property, which in all events shall be operated by the Beneficial Owner pursuant to and in accordance with a Regulatory Agreement entered into by the Former Owner and the Housing Trust Fund Corporation, dated as of September 30, 2003 and a Low-Income Housing Credit Regulatory Agreement, dated as of December 22, 2003, entered into by the Former Owner and the New York State Division of Housing and Community Renewal, and further amended as of the Commencement Date (herein, collectively, the “*Regulatory Agreement*”); and

WHEREAS, the Company and Beneficial Owner previously requested the City's approval to consent to the sale of the Property by the Former Owner and to provide real estate tax exemption for the Property and Project pursuant to PHFL Section 577, such approvals having been granted by the City Board of the City pursuant to a resolution adopted April __, 2023 (the "*Authorizing Resolution*"); and

WHEREAS, pursuant to PHFL Section 577 and the Authorizing Resolution, and subject to the terms and conditions of this Agreement, the City has authorized the exemption of the Project and Property from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the Property included in the completed Project; and

WHEREAS, it is the intention of the Parties that the Beneficial Owner shall make annual payments to the City for the term of this Agreement in lieu of real property taxes that would otherwise be assessed on the Property, all as more specifically set forth herein.

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the Parties agree as follows:

1. **Representations and Covenants.**

a. Representations and Covenants of the City. The City makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(i) The City is a political subdivision of the State and has the power to enter into the transaction contemplated by this Agreement and to carry out its obligations hereunder.

(ii) The City has been duly authorized to execute and deliver this Agreement.

(iii) The City, acting through its Board, constitutes a "local legislative body", as defined in PHFL Section 572.

(iv) The City is duly authorized to assess real property for the purpose of taxation.

(v) Neither the Agreement, the consummation of the transactions contemplated hereby nor the fulfilment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the City is a party or by which it is bound, or will constitute default under any of the foregoing.

b. Representations and Covenants of the HDFC and Beneficial Owner. The HDFC and Beneficial Owner each, respectively, makes for itself, as appropriate, the following representations and covenants as the basis for the undertakings on its part herein contained:

- (i) The HDFC is a New York not-for-profit corporation and housing development fund company organized pursuant to Article XI of the PHFL and in good standing under the laws of the State of New York. The Beneficial Owner is a domestic limited liability company organized and validly existing under the laws of the State of New York. Both the HDFC and Beneficial Owner have the authority to enter into this Agreement and have duly authorized the execution and delivery of this Agreement.
- (ii) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the HDFC or Beneficial Owner is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the HDFC or Beneficial Owner under the terms of any such instrument or agreement.
- (iii) To the best knowledge of the HDFC and the Beneficial Owner, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the HDFC or Beneficial Owner, to which the HDFC or Beneficial Owner is a party, and in which an adverse result would in any way diminish or adversely impact on the HDFC or Beneficial Owner's ability to fulfill its obligations under this Agreement.

2. Payment in lieu of Ad Valorem Taxes – Property Exemption Continued.

a. Prior to the date hereof, the Property was exempt from real property taxes pursuant to ownership thereof by Hillside Place. In furtherance of the Project, the HDFC has acquired fee title to the Property from Hillside Place, as nominee for the Beneficial Owner, pursuant to the Deed and Nominee Agreement. It is the intention of the Parties that the exemption provided hereunder (the "**Exemption**") shall become immediately effective as of the Commencement Date, with no loss of exempt status for the Property or Project in connection with the transition of ownership from Hillside Place to the HDFC, or the prior exemption provided by the City to Hillside Place pursuant to Article 5 of the PHFL, as previously memorialized pursuant to that certain Redevelopment Company Agreement, dated October 10, 2002.

b. The Parties agree that pursuant to the Authorizing Resolution and the terms of this Agreement, the Company qualifies for the Exemption pursuant to PHFL Section 577 and the City has exempted from local and municipal taxes, including school taxes, and other than assessments

for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "**Local and municipal taxes**" shall mean any and all real estate taxes levied by Fulton County, the City of Johnstown (the "**City**") and the local School District (the "**School**") or other applicable taxing jurisdictions (collectively, the "**Taxing Jurisdictions**"). The Property shall continue to be exempt from local and municipal taxes imposed by the Taxing Jurisdictions commencing as of the Commencement Date. The Exemption will operate for a period of twenty-five (25) years from the Commencement Date, as herein defined, unless sooner terminated in accordance with the provisions hereof (collectively, the "**Term**"). This Agreement shall not limit or restrict the Company's right to apply for or obtain any successor tax exemption to which it may be entitled upon the expiration or termination of this Agreement.

c. The Parties understand that the Exemption as extended pursuant to PHFL Section 577 does not include exemption from special assessments and special ad valorem levies, which shall be paid by the HDFC outside of this Agreement in accordance with normal municipal billing and collections. For the avoidance of doubt, and during the Term of this Agreement, the HDFC shall pay any service charges, special ad valorem levies, special assessments and improvement district charges or similar tax equivalents which are or would be levied upon or with respect to the Property by the Taxing Jurisdictions or any other taxing authority.

3. Required Payments in Lieu of Taxes.

a. During the Term of this Agreement, the Beneficial Owner, on behalf of the HDFC, shall make annual payments in lieu of taxes (herein, "**PILOT Payments**") to the City on or before February 1 of each year (the "**Payment Date**") commencing with \$10,000 and increasing annually by 2% in accordance with Schedule "A", attached hereto and made a part hereof. PILOT Payments shall be accepted by the City on behalf of all the Taxing Jurisdictions and attributed to the then-current fiscal years of the respective Taxing Jurisdictions. The Parties agree that no refund of any real property taxes levied upon the Property prior to the Commencement Date shall be sought or claimed on account of the exemption made effective pursuant to this Agreement.

b. The Parties agree and acknowledge that the PILOT Payments made hereunder are to obtain revenues for public purposes, and to provide a revenue source that the Taxing Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls. Upon receipt of annual PILOT Payments from the Beneficial Owner, on behalf of the HDFC, the City shall remit to the Taxing Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Taxing Jurisdictions in the same proportion as ad valorem taxes would have been allocated but for the City's provision of the Exemption, unless all of the Taxing Jurisdictions have consented in writing to a specific allocation. For purposes of determining the allocation of the PILOT Payments among the Taxing Jurisdictions, the City shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County and City and/or any special district purposes, the tax rates used to determine the allocation of the PILOT Payment shall be the tax rates relating to the calendar year which includes the Payment Date. For School District purposes, the tax rates used to determine the PILOT payment shall be the rate relating to the School fiscal year which includes the Payment Date. For the avoidance of doubt, neither the HDFC nor the Beneficial Owner shall be responsible if any of the Taxing Jurisdiction disagrees with the City's proposed allocation of PILOT Payments.

4. Continuing Requirements of the HDFC and Beneficial Owner.

a. The Exemption authorized by the City within the Authorizing Resolution will continue for the Term hereof subject to compliance with the terms of this Agreement, the Nominee Agreement and the Regulatory Agreement, and will only remain in effect provided that the Property and the Project continue to be operated as low income housing in conformance with Article XI of the PHFL and the Regulatory Agreement.

b. The Beneficial Owner, on behalf of the Company, shall provide the City such information concerning its operations and the operations of the Project in form and substance as may from time to time be reasonably requested in conformance with Article XI of the PHFL. Such information shall include, but shall not be limited to, the annual financial statements of the Beneficial Owner from the calendar year (or fiscal year, if appropriate) of the Beneficial Owner immediately preceding the fiscal year in which any PILOT Payments are due. Any proposed amendments and/or revisions to the Nominee Agreement and/or Regulatory Agreement (including any proposed assignments thereof) shall be submitted to the City at least ninety (90) days prior to the execution thereof for review and consideration of approval by the City. In the event that the City does not act within such 90 day period, its consent to such amendments and/or revisions will be deemed approved. The City's consent shall not be unreasonably withheld, conditioned or delayed.

5. PILOT Payment Obligations – Lien of Payments.

a. The HDFC shall pay all PILOT Payments on or before each annual Payment Date without offset or delay. In the event that the HDFC fails to make any required PILOT Payment due hereunder, the Parties agree that any such unpaid amounts shall be a lien on the Property in the same manner that delinquent real property taxes would be and continue as an obligation of the HDFC until fully paid.

b. If any PILOT Payment is not made on or before the Payment Date, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the HDFC shall pay penalties and interest as follows: a late payment penalty equal to two percent (2%) of the amount due. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the HDFC shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Taxing Jurisdictions.

c. In addition, the HDFC shall pay the appropriate Taxing Jurisdictions or authorities' interest and penalties on the unpaid amount or amounts accruing at the same times and at the interest rates as if such amounts were delinquent real property taxes. In addition to any other remedies available to them for the collection of delinquent real property taxes, including, without limitation, in rem proceedings, the City may exercise any other remedies available, and such

remedies shall be cumulative and the exercise of any remedy shall not be an action of remedies under law.

6. **Effect of Fulfillment of Annual PILOT Payments.** Once having paid the annual PILOT Payment amounts required by this Agreement when due, the Company shall not be required to pay any real property taxes for which such PILOT Payments for the applicable period, except special district assessments and other special assessments for local improvements permitted by law.

7. **Events of Default and Termination of Tax Exemption.**

a. An event of default ("*Event of Default*") shall be defined as (1) failure of the Company to make any PILOT Payment required under this Agreement when due, (2) the Company's failure to provide the City with any information, documents, or notices required pursuant to this Agreement, (3) Company's failure to qualify, or continue to qualify, for a continuing Exemption in accordance with PHFL Section 577, including the termination or suspension of the Regulatory Agreement or (4) the transfer of fee title or beneficial ownership of any portion of the Project or the Property on which it is located without the approval of the City.

b. Upon the occurrence of an Event of Default as defined above, the Company shall have thirty (30) days to cure same after the receipt of written notice from the City demanding cure of such Event of Default. In the event the Company has not cured such default or defaults within such thirty (30) day time period, then the City may terminate this Agreement and the Exemption. In the event the Company has commenced to cure the default but is unable to cure the default within such thirty (30) day period, then the City agrees to extend the cure period by ninety (90) days.

c. Upon a termination of this Agreement and the Exemption due to any uncured Event of Default, the Property shall as of the date of such termination be deemed fully taxable in accordance with Section 520 of the Real Property Tax Law, and the HDLC shall further be liable to the Tax Jurisdictions (including the City) for accrued real property taxes on a pro-rata basis from and after the date of the uncured Event of Default. from which date the statutory lien applicable to such real property taxes shall be deemed in effect, unless a separate basis for a real property tax exemption then exists for the benefit of the HDLC.

d. Upon the occurrence of an uncured Event of Default, the Company shall, upon demand, pay to the City all reasonable attorney's fees and related costs incurred in securing adherence to the terms of this Agreement.

e. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the City and/or any Taxing Jurisdiction may have at law or in equity, the City and/or any Taxing Jurisdictions may, immediately and without further notice to the HDLC pursue any action in the courts to enforce payment or to otherwise recover directly from the Beneficial Owner any amounts so in default.

f. Prior to exercising any remedy hereunder, the Beneficial Owner and any Lender or HFA or any other governmental agency with an interest in the Property shall be afforded the same notice and the cure rights as contained herein.

g. Termination of the Exemption and/or this Agreement shall not void the liability of the HDFC and/or Beneficial Owner for any unpaid PILOT Payments or other payments required by this Agreement prior to such termination. But the obligations to make PILOT Payments are “in rem” and not “in personam” obligations of the Company.

h. For the avoidance of doubt, any obligations of the HDFC hereunder are indemnified by the Beneficial Owner under and pursuant to the terms of the Nominee Agreement. Therefore, notwithstanding the fact that the HDFC holds record title to the Property, the obligation to make PILOT Payments is vested exclusively in Beneficial Owner.

8. **Waiver.** No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the Parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. No failure or delay on the part of the City and/or the affected taxing jurisdictions to exercise any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9. **Modification.** Neither this Agreement nor any provision hereof may be amended, modified, waived, discharged or terminated, except by an instrument in writing duly executed and agreed to by the Parties hereto.

10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or portable document format (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement and signature pages for all purposes.

11. **Notices.** All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and addressed to the following:

If to the City: City of Johnstown
 33-41 East Main Street
 Johnstown, New York 12095
 Attn: Mayor

With a Copy To:	Johnson City Attorney 33-41 East Main Street Johnstown, New York 12095 Attn: Michael L. Albanese, Esq.
If to the HDFC:	Providence Hillside Housing Development Fund Company, Inc. c/o Providence Housing Development Corporation 1150 Buffalo Road Rochester, New York 14624 Attn: Executive Director
If to the Beneficial Owner:	Hillside Place Partners LLC c/o Heritage Affordable Communities LLC 825 Eighth Avenue, Suite 18N New York, New York 10019
With a Copy To:	Hirschen Singer & Epstein LLP 902 Broadway, 13 th Floor New York, New York 10010 Attn: Richard C. Singer, Esq

12. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. Each of the Parties represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and does not require any other consent or approval, does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each Party represents that this Agreement shall constitute the legal, valid and binding agreement of the Parties enforceable in accordance with its terms.

13. **Assignments.**

a. Neither this Agreement nor the benefits of the underlying Exemption may be assigned in whole or in part without the written approval of the City. For the avoidance of doubt, the following events shall be deemed assignments requiring prior City approval (i) sale of the property by the HDFC to any other entity; (ii) any assignment of the Nominee Agreement; (iii) any modification or assignment of the Regulatory Agreement that results in its termination or that violates Article XI of the PHFL and (iv) any change in control of the Beneficial Owner (except to a Related Person of the HDFC and/or Beneficial Owner, which term is defined in subparagraph (C) of paragraph three of subsection (b) of section four hundred sixty-five of the Internal Revenue Code of 1986, as amended, hereinafter "***Related Person***"). Other than residential leases entered

into in accordance with the Regulatory Agreement, the Project may not be subleased, in whole or in part, by the HDFC and/or Beneficial Owner without the prior written consent of the City.

b. Any such assignment or sublease is subject to the review and approval by the City and its counsel (at no cost to the City; any such cost to be paid by the Company, including reasonable attorneys' fees), and shall contain such terms and conditions as reasonably required by the City and its counsel.

14. **Severability.** If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement shall remain in full force and effect and the application of that provision to other persons or circumstances shall be forced to the greatest extent permitted by law.

15. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties relating to payments in lieu of taxes with respect to the Project and the Property and supersedes all prior contracts and/or agreements, whether oral or written, with respect thereto.

16. **Recording and Filing.**

This Agreement shall be recorded or filed, as the case may be, in the Office of the City, the City Assessor, and with each of the Taxing Jurisdictions, or in such other office as may at the time be provided by law as the proper place for the recordation or filing thereof.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City, HDFC, and Beneficial Owner have each duly executed this Agreement as of the day and year first above written.

CITY OF JOHNSTOWN

By: _____

Name: Amy Praught

Title: Mayor

Approved as to form for the City of Johnstown:

By: _____

Name: Michael M. Albanese, Esq.

Title: City Attorney

**PROVIDENCE HILLSIDE HOUSING
DEVELOPMENT FUND COMPANY, INC., AS
HDFC**

By: _____

Name: Daniel Sturgis

Title: Treasurer

**HILLSIDE PLACE PARTNERS LLC, AS
BENEFICIAL OWNER**

By: _____

Name: Alexander Hajibay

Title: Authorized Signatory

SCHEDULE A
TO
PILOT AGREEMENT DATED AS OF APRIL __, 2023
BY AND BETWEEN THE
CITY OF JOHNSTOWN
AND PROVIDENCE HILLSIDE HOUSING
DEVELOPMENT FUND COMPANY, INC.

Tax Year	County and City Tax Year	Due Date	PILOT Payment
1	2024	2/1/2024	\$10,000
2	2025	2/1/2025	\$10,200
3	2026	2/1/2026	\$10,404
4	2027	2/1/2027	\$10,612
5	2028	2/1/2028	\$10,824
6	2029	2/1/2029	\$11,041
7	2030	2/1/2030	\$11,262
8	2031	2/1/2031	\$11,487
9	2032	2/1/2032	\$11,717
10	2033	2/1/2033	\$11,951
11	2034	2/1/2034	\$12,190
12	2035	2/1/2035	\$12,434
13	2036	2/1/2036	\$12,682
14	2037	2/1/2037	\$12,936
15	2038	2/1/2038	\$13,195
16	2039	2/1/2039	\$13,459
17	2040	2/1/2040	\$13,728
18	2041	2/1/2041	\$14,002
19	2042	2/1/2042	\$14,282
20	2043	2/1/2043	\$14,568
21	2044	2/1/2044	\$14,859
22	2045	2/1/2045	\$15,157
23	2046	2/1/2046	\$15,460
24	2047	2/1/2047	\$15,769
25	2048	2/1/2048	\$16,084



April 17, 2023

Resolution No. 3, 2023

Council Member Parker presented the following Resolution and moved its adoption:

2023 BUDGET TRANSFER

WHEREAS, the City Treasurer is requesting a budget transfer in the amount of \$2,000.00 from the Filtration Professional Services line; F8320.430 to the Admin Equipment Capital Outlay line; F8310.229; and

WHEREAS, this transfer is needed in order to cover increased costs and supplies needed for office equipment for the City Engineer's Office.

NOW, THEREFORE BE IT,

RESOLVED, the Common Council hereby approves that the City Treasurer make a budget transfer in the amount of \$2,000.00.

Seconded by Council Member _____

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on April 17, 2023

Carrie M. Allen, City Clerk

Resolution # _____, 2023 is hereby approved

Amy Praught, Mayor



April 17, 2023

Resolution No. 4, 2023

Council Member Spritzer presented the following Resolution and moved its adoption:

EXECUTE A SUPPLY, MAINTENANCE AND REPAIR AGREEMENT WITH THE TOWN OF JOHNSTOWN FOR THE ASPEN HILLS WATER DISTRICT

BE IT

RESOLVED, that the Mayor is hereby authorized to execute a Supply, Maintenance And Repair Agreement, a copy of which is annexed hereto, with the Town of Johnstown for the purpose of supplying water to the Aspen Hills Water District, for a period of five (5) years beginning May 1, 2023 through April 31, 2028.

Seconded by Council Member _____

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on April 17, 2023

Carrie M. Allen, City Clerk

Resolution # _____, 2023 is hereby approved

Amy Praught, Mayor

ASPEN HILLS WATER DISTRICT

SUPPLY, MAINTENANCE & REPAIR AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2023 by and between the City of Johnstown and the Water Board of the City of Johnstown, having its principal offices at 33-41 East Main Street, Johnstown, New York 12095, hereinafter referred to as the "City" and the Town of Johnstown, a municipal corporation, having its principal offices at 2753 St. Hwy. 29, Johnstown, New York 12095, hereinafter referred to as the "Town".

WHEREAS, the Town heretofore has established Aspen Hills Water District pursuant to Law, which is located on the south side of New York State Route 67, west of the City of Johnstown, and

WHEREAS, the Town, at present, does not have trained personnel and/or equipment to maintain and repair the waterlines, to read meters, prepare calculations and billing for customers within said Aspen Hills Water District, and

WHEREAS, the City owns a water supply and distribution system designed and built to meet all pertinent standards, rules, regulations and other requirements of the New York State Department of Health; and

WHEREAS, the City is authorized under New York State General Municipal Law Article 5-C, to enter into a contract for the sale of water to the Town; and

WHEREAS, pursuant to the Johnstown City Charter § 6.5, the Johnstown Common Council has the authority to sell municipal water outside the City; and

WHEREAS, the Town owns and operates the Aspen Hills Water District and intends to supply properties with water service within said District; and

WHEREAS, it is now desired by both the City and the Town to enter into an Inter-Municipal Agreement, pursuant to the provisions of General Municipal Law Article 5-C and General City Law §19 of the State of New York, to effect the proposals described herein.

NOW, THEREFORE, it is hereby mutually agreed by and between the City and the Town as follows:

I. CITY'S RESPONSIBILITIES

1. GENERAL

- A. The City agrees that, upon the request of the Town (Phase I), it shall maintain and repair any of the water mains, water meters, and other appurtenant equipment owned by the Town which are a part of Aspen Hills Water District , as set forth below in Section 2A.. Private service lines and other pipes and equipment not owned by the Town are excluded and not covered by this Agreement.
- B. The City agrees to provide services under the general direction of a Class D Water Distribution System Operator.

2. SALE OF WATER

- A. The City hereby agrees to sell water to the Town for the supply of water service to customers located within the Aspen Hills Water District. Said Water District is more fully described as contained in NYS DEC approved Water District documents.

3. LIMITATION ON AMOUNT OF WATER TO BE SUPPLIED

- A. The City shall supply water to the Town (Aspen Hills Water District), in an amount not to exceed 46,000 (forty-six thousand) gallons per day or 175,000 (one hundred, seventy-five thousand) gallons per week, except under emergency circumstances and conditions. For purposes of this agreement, emergency circumstances and conditions shall be defined as any circumstances or conditions outside the control of the City, such as an act of God and/or acts of third parties.
- B. If the City is unable to furnish such quantity of water because of conditions or limitations beyond its reasonable control, the City shall furnish said quantity of water as it is able. The City shall have no responsibility or liability to the Town or Aspen Hills Water District or to any entities/customers receiving water as a result of any limitation on the quantity of water supplied as a result of emergency circumstances or conditions and not resulting from the willful negligence of the City.
- C. In the case of a water shortage emergency, limitations by the City of water to the Aspen Hills Water District shall permit the City to ban the following activities: sprinkling of lawns and gardens, washing of cars, filling swimming pools and other outside uses of water which the City deems excessive and inappropriate in a water shortage emergency.
- D. If the City is unable to supply the quantity of water as herein provided, the City will endeavor to give the Town at least ten (10) days notice of its intention to limit the supply of water.

4. MAINTENANCE AND REPAIR

- A. At the request of the Town (Phase I), the City shall provide the following maintenance and repair services to the Town:
1. Flush hydrants.
 2. Winterize, flag and winter surveillance of hydrants and water meters.
 3. Maintain Master Meter.
 4. The City shall respond to water system "emergencies" and perform maintenance and repair duties on water system components, as outlined above.
- B. Response to Call for Maintenance and Repair Service
In the event that service or maintenance, as set forth in Section 1 & 2 A, is requested by the Town (Phase I), the City agrees that it shall dispatch its repair crew as soon after receipt of the call for service as may be practicable.
- C. Workmanship
The City agrees that all maintenance and repair services within Aspen Hills Water District (Phase I) shall be completed and performed in a good and workmanlike manner and in accordance with the Rules and Regulations of the City and the New York State Department of Health.

D. Payment

The Town shall pay the City for Maintenance and Repair pursuant to Section II: Town's Responsibilities

5. TESTING

A. Upon the request the Town, the City shall perform water sampling and testing within Aspen Hills Water District (Phase I) as may be required by the New York State Department of Health. As a minimum, this testing shall include:

1. Chlorine Residuals

- Water samples to be taken per Department of Health Rules and Regulations
- Provide test kits to test water sample. Every month, send water sample to a lab for testing, per
- Department of Health Rules and Regulations
- Record results.

2. Bacteria Sample

- Water samples to be taken per Department of Health Rules and Regulations.
- Provide test kits to use to test water sample. Every month, send water sample to a lab for testing, per Department of Health Rules and Regulations
- Record results.

3. Disinfection Byproducts

- Water sample taken quarterly, per Department of Health Rules and Regulations.
- Send water sample to lab.
- Record results.

6. PREPARE WRITTEN REPORTS TO SUBMIT TO NYSDOH

- A. Monthly Report – Include Water District's in City's report.
- B. Annual Report – Include Water District's in City's report.
- C. File Reports with Herkimer Office of NYSDOH.
- D. Payment – The Town shall pay the City for reports pursuant to Section II; Town Responsibilities.

7. PRIORITY OF RESPONSE

- A. The parties acknowledge that the City's primary obligation for service, maintenance and repair work is and must remain to its customers within the City of Johnstown. The City agrees that whenever an "emergency" situation involving a water main break or disruption in service occurs, whether in the City or the District, that said emergency situation shall be given priority in terms of utilization of the City's repair crew.
- B. The City shall have sole discretion to determine whether a situation qualifies as an "emergency situation".

- C. If "emergency situations" occur simultaneously within the City and Aspen Hills Water District (Phase I), then in that event, the City shall give priority to the emergency situation within the City. The City shall immediately notify the Town of its inability to respond to the emergency.
 - D. The Town shall have the right to either respond with its own employees or contract out to have the emergency repaired. The City reserves the right to supervise the repairs if the Town or an outside Contractor is called in to make repairs.
8. BILLING
All services, with the exception of hydrants which will be billed twice per year, shall be billed quarterly.

II. TOWN'S RESPONSIBILITIES

1. CHARGES AND FEES

The Town agrees that it shall pay the City for the service, maintenance and repair work rendered under this Agreement as follows:

A. Labor

1. The Town shall pay the City for the actual man-hours expended by the City's employees times a 1.5 multiple of the City's direct labor costs (wages plus fringe benefits). City employees include the City Engineer, Water Superintendent and Water Board Clerk.
2. The City shall have the option to require the Town to provide personnel if the repair/maintenance requires more than three (3) City employees.
3. The City shall provide the Town with written documentation of all man-hours of labor expended on work requested by the Town.

B. Materials and Equipment

1. The Town shall pay the City for all materials furnished to Aspen Hills Water District (Phase I) at the City's cost of acquisition plus mileage (current IRS rate) and labor costs expended by the City, if any.
2. The Town shall pay the City an hourly rate for the use of its equipment and mileage for vehicles.
 - The mileage charge shall be the current rate as set by the IRS.
 - The rental charge for equipment shall be as set forth in the Rental Rate Blue Book; latest edition.
3. The City shall provide the Town with copies of all invoices for materials purchased for work requested by the Town.

C. Meter Reading and Billing

1. The Town shall pay a charge of \$4.30 per meter per billing period for the City's meter reading and billing services for each customer in the District. The charge shall increase \$.10 per year during the contract period.

- Reading: 59 meters @ \$4.30/each x 2's/yr = \$507.40
- Maintenance: 10 hydrants @ \$75/each x 2's/yr = \$1,500.00

2. The Town shall be responsible for billing its customers and collecting payment for water and sewer charges. The City agrees to prepare a combined water and sewer bill for the Town's Aspen Hill customers. It shall be the responsibility of the Town to pick up and mail the bills.
3. The City shall bill the Town for the water and sewer charges billed to the Town's customers. The Town shall pay the City for said charges within thirty (30) days of receipt of the bill. If any questions arise as to the accuracy of the computation of the sums due from the Town to the City, said sums shall nevertheless be paid when due and an immediate attempt thereafter made by all parties to settle same.

D. Testing

1. JH Consulting

- Trihalomethane testing - \$95 @ 4x's year = \$380.00
- Haloacetic Acid Testing - \$205 @ 4x's year = \$820.00
- Reporting Fee - \$1 @ 4x's year = \$4.00

2. Gloversville Water Works

- Monthly Samples - \$35 @ 12 x's year = \$420.00

3. Total yearly cost of \$1,624.00

E. Licensed Water Operator

1. \$50/hr. for 1 hr. per day, 7 days week / 24 hour call out
2. Total yearly cost of \$18,200

F. Chlorine Tables

1. \$80/year

2. SERVICE CALLS

- A. It shall be the Town's responsibility to promptly communicate, to the City any breaks, disruption in service or other problems encountered with Aspen Hills Water District (Phase I).
- B. Customers may contact the Town directly to report any problems encountered in the Aspen Hills Water District (Phase I) or for customer complaints.
- C. The Town shall inform the City of any problem reported to the Town directly by a customer in Aspen Hills Water District (Phase I).

3. PAYMENTS

All service and maintenance charges shall be added by the City to the next regular billing sent to the Town. The Town agrees that it shall pay all bills from the City within thirty (30) days of receipt.

4. LATE PAYMENTS

- A. Any late payments from the Town to the City shall be subject to the same interest and penalty provisions as City customers.

B. Failure of the Town to make payments may, at the discretion of the City, result in the termination of this Agreement and of service to Aspen Hills Water District (Phase I).

5. INSPECTIONS

The records of the Town shall be open for inspection by officers and representatives of the City during regular business hours and upon reasonable notice to Town and/or Water District officials. City officers or their representatives may inspect any and all service and connections in the Water District in order to verify the nature and extent of the use of the water provided. All costs associated with inspections shall be the responsibility of the City.

6. NO RESALE OF WATER

The Town and/or Aspen Hills Water District may not provide water to any entities/customers other than those specific entities/customers entitled to receive water under this contract without the approval of, and the express written consent of the Johnstown Common Council.

7. MAINTENANCE OF INFRASTRUCTURE

All infrastructure included within the Water District boundaries, shall be owned entirely by the Town. Should the Town permit any persons other than the City of Johnstown Water Department Personnel to perform maintenance work on any infrastructure related to the water lines serving Aspen Hills Water District, all maintenance work shall be subject to inspection by, and completed in accordance with, the maintenance standards and practices of the Johnstown Water Department.

8. INDEMNIFICATION

The Town will indemnify and hold the City harmless for all causes of action, lawsuits, judgments, claims or damages arising from the use of the water to be supplied under this agreement. Furthermore, the City shall have no liability to the Town of Johnstown, Aspen Hills Water District or any customers receiving water in the district for any loss or damage caused by the failure of the City's water supply system and/or the use of the water to be supplied under this agreement.

9. COSTS AND BILLING

The billing cycle for water shall be determined by, and in accordance with, the general practices of the City. The rate and cost of the water shall be two (2) times the current rate charged to the City's residential customers and the rate shall be subject to review and change at the sole discretion of the Common Council. Water bills shall be sent out on a semi-annual basis by the Town. Should the Town default on payment of the water bill, water service is subject to shut-off in accordance with the policies and practices of the Johnstown Water Department.

10. USE OF TOWN'S FORCES

Nothing in this Agreement shall prohibit the Town from using its own employees and equipment to perform service, maintenance or repair work in Aspen Hills Water District. Per Department of Health Rules and Regulations, the Town shall notify the City when any work is being performed.

III. TERM

The term of this agreement shall be five (5) years. This agreement shall be effective as of _____ and terminate on _____. Either party has the right to commence renegotiation regarding fees, charges or other terms of this Agreement upon six (6) months written notice, personally delivered or sent by certified mail, return receipt requested, to the City or Town, as the case may be.

IV. COMPLETE AGREEMENT

This Agreement represents the total understanding of the parties and may not be altered except by a writing subscribed by the parties hereto.

V. INVALIDITY

The invalidity or unenforceability of any part or provision of the Agreement shall not affect the other provisions hereof.

VI. NON-WAIVER

The failure of either party to strictly enforce any provision of this Agreement shall not be deemed a waiver of that provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

The City represents that its Mayor was authorized to execute this Agreement by Resolution No. ___, adopted _____, 2023, and

The Town represents that its Supervisor was authorized to execute this Agreement by Resolution No. ___, adopted _____, 2023.

CITY OF JOHNSTOWN

TOWN OF JOHNSTOWN

Amy Praught, Mayor

Jack Wilson, Town Supervisor

Approved as to Form:

Michael M. Albanese, City Attorney

Leah Everhart, Town Attorney



April 17, 2023

Resolution No. 5, 2023

Council Member Jeffers presented the following Resolution and moved its adoption:

EXECUTE AGREEMENT BETWEEN NYS DEPARTMENT OF TRANSPORTATION, FULTON
RAILROAD PROPERTIES AND CITY OF GLOVERSVILLE FOR THE REMOVAL OF THE ABANDONED
RAILROAD BRIDGE OVER NYS ROUTE 334

WHEREAS, Fulton Railroad Properties was incorporated by the City of Gloversville and City of Johnstown in 1991; and

WHEREAS, there is an abandoned railroad bridge crossing over NYS Route 334 in the Town of Mohawk; and

WHEREAS, it is agreed that the removal of said bridge is in the best interest of public safety; and

WHEREAS, the removal of the bridge will be at no cost to the City of Johnstown taxpayers; and

WHEREAS, authorization is required from all interested properties in order for NYS Department of Transportation to remove the abandoned bridge.

NOW, THEREFORE, BE IT

RESOLVED, that the Mayor is hereby authorized to execute an Agreement between NYS Department of Transportation, Fulton Railroad Properties and City of Gloversville for the Removal of the Abandoned Railroad Bridge over NYS Route 334.

Seconded by Council Member _____

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on April 17, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor

**BRIDGE REMOVAL AGREEMENT
BETWEEN THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
AND
FULTON RAILROAD PROPERTIES, INC., CITY OF JOHNSTOWN AND CITY OF
GLOVERSVILLE**

THIS AGREEMENT made by and between the People of the State of New York) acting by and through the Commissioner of Transportation of the State of New York, (hereinafter referred to as "State"), with a principal place of business located at 50 Wolf Road, Albany, New York 12232, Fulton Railroad Properties, Inc. ("Corporation"), with its principal place of business located at _____, and the Cities of Johnstown and Gloversville, New York, with principal places of business located at _____ and _____, respectively (referred to collectively herein as "Municipalities"), is as follows:

WITNESSETH

WHEREAS, there is an abandoned railroad bridge (BIN 7046120) (Bridge) crossing over New York State Route 334 in the Town of Mohawk ("State Highway") that was abandoned pursuant to Interstate Commerce Commission Docket #AB 78 1X, effective January 10, 1989; and

WHEREAS, the preferential rights to this Bridge were transferred to the City of Johnstown on July 17, 1989; and

WHEREAS, Fulton Railroad Properties, Inc. was incorporated on February 12, 1991, by the Municipalities; and

WHEREAS, a title search reveals that said Bridge is owned by Fulton Railroad Properties, Inc; and

WHEREAS, all parties agree that said Bridge is in need of removal; and

WHEREAS, Railroad Law Section 93-b authorizes the removal of said bridge so long as there is agreement as to the allocation of expenses for the removal of the bridge, its supports, and the restoration of the State Highway, and

WHEREAS the parties intend to mutually agree to such allocations pursuant to this Agreement; and

WHEREAS, the parties agree that the removal of said Bridge and allocations described herein are in the best interest of the safety of the general public.

NOW THEREFORE, in consideration of the mutual promises made by each of the parties herein, the State, the Corporation, and the Municipalities agree as follows:

1. Subject to the availability of funding, and reasonableness of cost as determined by the State in its sole discretion, the State shall remove the Bridge's superstructure and north abutment, remove the embankment or replace it, install barricades, and restore the highway at the State's sole expense. All subsequent maintenance related to this work, with the exception of maintaining the State Highway itself, shall be the sole responsibility of the Corporation and Municipalities, including the responsibility for maintaining the property on either side of the Bridge in a safe condition – including the barricades that will be installed - once the Bridge is removed.
2. The Corporation and Municipalities grant the State permission to enter their property to remove and salvage the Bridge and its supports.
3. The Corporation and Municipalities agree to defend, indemnify and save harmless the State from any and all claims arising out of the Corporation's or Municipalities' acts or omissions under this Agreement.
4. The State's work under this agreement does not convey any real property ownership interest. As such, the Corporation and Municipalities agree to defend, indemnify and save harmless the State from any and all claims arising out real property rights to the Bridge, the Bridge's superstructure and Bridge abutments; and the Corporation and Municipalities further agrees to indemnify the State from any and all claims arising out of any pre-existing hazardous wastes, and/or environmental conditions of the Bridge, its superstructure and its abutments. Notwithstanding the foregoing the State, shall have the right to any and all salvage value for the bridge structures in order to reduce the costs to the State.
5. The State's responsibilities and obligations are as specifically set forth in this Agreement, and neither State nor any of its officers or employees shall be responsible or liable, for any damages or other relief based on the undertaking or performing of any act under this Agreement, including any claims for loss of property or diminished property value.
6. The term of this Agreement shall be for three (3) years from the date of last signature. The term may be extended, should all parties agree, under the same terms and conditions as the original Agreement for up to three (3) additional one (1) year periods with State Comptroller approval. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement prior to any work contemplated herein beginning or prior to the award of a contract by NYSDOT for the performance of such work by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.
7. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified, in writing, by the parties to the extent necessary to make the Agreement provision valid and operative or, if it cannot be so modified, then severed, and the remainder of the Agreement shall continue in full force and effect.
8. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a.) via certified or registered United States mail, return receipt requested;
- (b.) by facsimile transmission;
- (c.) by personal delivery;
- (d.) by expedited delivery service; or
- (e.) By e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

NYSDOT

Brian Hoffmann
Region Design Engineer
207 Genesee Street
Utica, New York 13501

Telephone: (315) 793-2429
Fax:: (315) 793-2182

CITY OF JOHNSTOWN

Telephone:
Fax:

CITY OF GLOVERSVILLE

Telephone:
Fax:

FULTON RAILROAD PROPERTIES, INC.

Telephone:
Fax:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date

of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

9. This Agreement, Appendix A, Required Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act), attached hereto and made a part hereof, shall bind the successors, assigns, and representatives of the parties hereto.

10. Attached hereto and made a part hereof are copies of a duly adopted resolution from the Corporation and each municipality authorizing each to enter into this Agreement. No work shall commence unless the Corporation and Municipalities have signed this Agreement and provided resolutions.

11. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the parties will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Neither shall the parties discriminate in the use of the premises or any access thereto if such premises are used as a public accommodation or in connection with a public service.

12. The obligations of the parties set forth in this agreement, including the obligations set forth in paragraph 3 above, shall survive this agreement and apply to any successors or assigns of the parties to the fullest extent permitted by law.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the State, the Corporation and the Municipalities by their duly authorized representatives, to become effective and binding upon approval by the State Comptroller.

Agreed to:
CITY OF JOHNSTOWN

BY: _____
[NAME]

Title: _____
Date: _____

ACKNOWLEDGMENT

On this ____ day of _____, 2023, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the party described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

Agreed to:
CITY OF GLOVERSVILLE

BY: _____
[NAME]

Title: _____
Date: _____

ACKNOWLEDGMENT

On this ____ day of _____, 2023, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the party described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

Agreed to:
FULTON RAILROAD PROPERTIES, INC.

BY: _____
[NAME]

Title: _____
Date: _____

ACKNOWLEDGMENT

On this _____ day of _____, 2023, before me personally came _____, to me known, being duly sworn, did depose and say that he/she is the _____ of the _____, the party described in and which executed the foregoing instrument; and that he/she is authorized to, and did sign his/her name thereto acting in this capacity.

Notary Public

Approved for NYSDOT

BY: _____

NAME: _____
For Commissioner of Transportation

Title: _____
Date: _____

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the State Comptroller

Office of the Attorney General



April 17, 2023

Resolution No. 6, 2023

Council Member Hayner presented the following Resolution and moved its adoption:

ACCEPT OFFER FOR CITY OWNED PROPERTY LOCATED AT 237 NORTH PERRY STREET

WHEREAS, the City of Johnstown owns vacant, commercial property located at 237 North Perry Street (SBL#162.16-20-7); and

WHEREAS, the City received an offer from PHJ Holdings, LLC to purchase the property for the amount of \$1,500.00; and

WHEREAS, this offer was previously tabled by the City per Resolution #10, 2023, attached hereto; and

WHEREAS, upon further discussion it is the judgment of the City to accept the offer of PHJ Holdings, LLC.

NOW, THEREFORE, BE IT

RESOLVED, that PHJ Holdings, LLC shall have thirty (30) days, from this date, to pay the full offer price, along with closing costs; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to PHJ Holdings, LLC.

Seconded by Council Member _____

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS				
RESULT	Passed / Failed			

Adopted by the Common Council on April 17, 2023

Resolution # _____, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor



January 17, 2023

Resolution No. 10, 2023

Council Member Jeffers presented the following Resolution and moved to **Table** its adoption:

ACCEPT OFFER FOR CITY OWNED PROPERTY LOCATED AT 237 NORTH PERRY STREET

WHEREAS, the City of Johnstown owns vacant, commercial property located at 237 North Perry Street (SBL#162.16-20-7); and

WHEREAS, the City received an offer from PHJ Holdings, LLC to purchase the property for the amount of \$1,500.00; and

WHEREAS, the offer was previously rejected by the City per Resolution #84, 2022, attached hereto; and

WHEREAS, upon further discussion it is the judgment of the City to accept the offer of PHJ Holdings, LLC.

NOW, THEREFORE, BE IT

RESOLVED, that PHJ Holdings, LLC shall have thirty (30) days, from this date, to pay the full offer price, along with closing costs; and be it further

RESOLVED, that the Mayor is hereby authorized to execute any and all documents necessary to transfer said property to PHJ Holdings, LLC.

Seconded by Council Member Hayner

Adopted by the following vote:

	YES	NO	ABSTAIN	ABSENT
Ward 1 – Council Member Hayner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2 – Council Member Miller	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3 – Council Member Parker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4 – Council Member Spritzer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Council Member-at-Large Jeffers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTALS	5			
RESULT	TABLED			

Adopted by the Common Council on January 17, 2023

Resolution # 10, 2023 is hereby approved

Carrie M. Allen, City Clerk

Amy Praught, Mayor